



## AGENCY Agreement

WHEREAS, the State of Alabama has entered into a contractual agreement (hereinafter the "Memorandum of Agreement") in accordance with the Alabama competitive bidding law with Alabama Interactive, Inc., a for profit Alabama corporation, for the provision of electronic access and electronic transaction e-government services for state government agencies; and,

WHEREAS, Section 9 of the Memorandum of Agreement provides that Alabama Interactive shall facilitate the provision of electronic access and electronic transmission services to state government agencies in accordance with the Memorandum of Agreement through AGENCY Agreements; and,

WHEREAS, \_\_\_\_\_ (hereinafter "AGENCY") desires to utilize the services of Alabama Interactive provided under the Memorandum of Agreement; now,

THEREFORE, Alabama Interactive and AGENCY enter into this AGENCY Agreement subject to the following:

- 1) **Scope of Work.** The specific services Interactive shall provide to the AGENCY are set forth in the attachments to this Agency Agreement. These services may be amended from time -to-time by written agreement of the parties so long as the Scope of Work does not exceed the services Alabama Interactive is authorized to provide under the Memorandum of Agreement.
- 2) **Term of Agreement.**
  - a) The terms and conditions of the Memorandum of Agreement are incorporated herein by reference. In the event of a conflict between the Memorandum of Agreement and this Agency Agreement, the Memorandum of Agreement shall prevail unless this Agency Agreement expressly waives the conflicting provision of the Memorandum of Agreement.
  - b) This Agreement shall remain in full force and effect for a period to run co-terminus with the Memorandum of Agreement.
  - c) After the original term, this Agreement may be renewed, or amended and renewed, by mutual agreement of the parties, provided the Memorandum of Agreement has also been renewed, also to run co-terminus with the Memorandum of Agreement.
- 3) **Compensation for Services.** Agency agrees to compensate Alabama Interactive for the services provided hereunder in accordance with the Fee Schedule attached to this Agreement in accordance with the Memorandum of Agreement.

The [AGENCY NAME] (AGENCY) and **Alabama Interactive (AI)** agree to the following terms and conditions:

In consideration for AGENCY endorsing, promoting and assisting in the creation of e-government services, AI agrees to the following:

1. AI will take reasonable measures to promote the availability of AGENCY information services available through the AGENCY's portal and the State's e-government services portal.
2. AI will develop and manage AGENCY information services and provide technical support to individuals accessing AGENCY information services.
3. AI will provide appropriate access and/or training for easy updating of AGENCY's on-line services by AGENCY staff.

4. AI will install on its systems a reasonable number of AGENCY's requested information services or databases specifically for use by individuals accessing AI's information services.

In consideration of the above, AGENCY will provide the following:

1. AGENCY shall provide and regularly update all data and information, in an electronic format, for AGENCY's information services maintained by AI.
2. AGENCY shall take reasonable measures to promote the availability of AGENCY's information services.
3. AGENCY shall restrict any access to information gathered from AI for appropriate and reasonable AGENCY use only.
4. AGENCY shall permit AI to link appropriate AI databases and Web sites from AGENCY's pages.

This agreement shall commence on \_\_\_\_\_ and may be canceled at any time after sixty (60) days notice by an instrument in writing, signed by a duly authorized representative of either AGENCY or AI.

IN WITNESS TO THEIR AGREEMENT TO ALL THE ABOVE AND FOREGOING, the parties hereto have herein below executed this Agreement the day and year first above written, on the separate signature page attached hereto:

Done this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Agency

Alabama Interactive, Inc.

By: \_\_\_\_\_  
Agency Head

By: \_\_\_\_\_  
Director of Operations

Department of Finance  
Information Services Division

By: \_\_\_\_\_  
Chief Information Officer